

(COPY MADE FROM ORIGINAL)

SETTLEMENT AGREEMENT

THIS AGREEMENT is made this 17th day of February, 1991, by and between the City of Seattle, a Washington municipal corporation (hereafter referred to as (the City")), and Puget Sound Water Quality Defense Fund, Friends of Discovery Park, and Legal Advocates for Washington, a Washington non-profit corporations (hereafter collectively referred to as "the parties").

RECITALS

1. The parties and the City are currently in litigation over various aspects of the City's approval of various permits for the Municipal of Metropolitan Seattle (hereafter "Metro") project known as the West Point Treatment Plant expansion. Metro is also a party to said litigation.

2. The West Point project is located adjacent to Discovery Park and will have significant adverse environmental impacts on Discovery Park and the Magnolia community in which it is located, The permits issued by the City for the West Point project contain a number of conditions to mitigate these impacts.

3. Metro and the parties have entered in to a separate settlement agreement regarding the above-described litigation.

4. As one of the mitigating conditions of the City's approval of the West Point Treatment Plant expansion, the City has required Metro to contribute \$25 million to the City of Seattle for a Shoreline and Park Improvement Fund, to be used to mitigate the adverse impacts if Metro's project.

5. The parties and the City desire to provide assurance that at least a portion of the fund deposited by Metro to the Shoreline and Park Improvement Fund will be used in Discovery Park because that is the park most impacted by Metro's project.

6. The parties and the City desire to settle the litigation described above in a manner which will allow Metro to proceed with the project,

WHEREFORE, in consideration of the matter recited above and agreements set forth below, the parties agree as follows:

1. The City agrees that access to and enhancement of saltwater beaches at West Point is the first priority for funds from the Shoreline and Park Improvement Fund, and it is reasonable to set aside funds for these purposes. Therefore, the City deems it reasonable to expend up to \$4,000,000 on such access and enhancement and that \$4,000,000 shall be set aside for these purposes and remain available until related design work is completed and funds have been appropriated for such purposes.

2. The City Council, after receiving the recommendations of the Department of Parks and Recreation and the community, also will determine by ordinance which additional improvements to fund, how much money to allocate to each improvement and whether to pay for such improvements out of the Shoreline and Park Improvement Fund or from other funds. The additional improvements that will receive priority consideration by the council include:

1. Removal of buildings, structures and pavement that adversely impact wildlife habitat, including the Parks Department West Central and Discovery Park (Natural Resources Unit) maintenance facilities and restoration of the site to natural habitat;

2. In certain meadow and thicket areas of the park, replantings and reforestation with native vegetation to create appropriate wildlife habitat environment;

3. Update an define the wildlife habitat management plan for the park;

4. Make other improvements to enhance wildlife habitat, such as erosion control deemed appropriate by the Parks Department.

5. Make other improvements as authorized in an adopted Master plan.

3. The City also agrees to establish a permanent fund for the maintenance of improvements to Discovery Park, which are implemented as a result of the use of the funds described above.

4. The City shall have complete discretion regarding the amount and timing of appropriation of funds among the various purposes and complete discretion as to whether any particular project should be funded from the Shoreline and Park Improvement Fund or from other funds.

5. The parties acknowledge that the City Council cannot appropriate funds in the absence of a City ordinance, enacted after public hearings. Nothing contained in this agreement is intended to constitute an appropriation or otherwise interfere with that obligation. Rather this agreement is intended as an expression of the intent of the City and the parties that at least some identified portion of the Shoreline and Park Improvement Fund be available for the park, which will be most adversely impacted by the West Point project.

6. The City and the parties agree to the dismissal without costs with prejudice of the pending litigation described above.

7. This agreement shall be void in the event that construction of Metro's West Point secondary treatment project is delayed by any legal challenge to or appeal of any permit or approval, other than an appeal filed by Metro's bidders or persons under contract with Metro.

CITY OF SEATTLE

By Paul Krabbel (sp?)

Its President

PUGET SOUND WATER QUALITY DEFENSE FUND

By Joan K. Thomas

Its President

FRIENDS OF DISCOVERY PARK

By Elizabeth M. Brygren

Its President

LEGAL ADVOCATES FOR WASHINGTON

By Mark Bloome (signature indistinct)

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